



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding VENTURA BUILDING SYSTEMS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC, OFL, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for cause and because the rental unit appears uninhabitable, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 11 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf at this hearing.

The landlord confirmed that she personally served the tenant with a copy of the landlord's application for dispute resolution hearing package on August 1, 2020. In accordance with section 89 of the *Act*, I find that the tenant was personally served with the landlord's application on August 1, 2020.

The landlord confirmed that she personally served the tenant with the landlord's One Month Notice to End Tenancy for Cause, dated June 25, 2020 ("1 Month Notice") on the same date. In accordance with section 88 of the *Act*, I find that the tenant was personally served with the landlord's 1 Month Notice on June 25, 2020.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause or because the rental unit appears uninhabitable?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The landlord testified regarding the following facts. This month-to-month tenancy began on June 1, 2013. Monthly rent in the current amount of \$722.00 is payable on the first day of each month. A security deposit of \$350.00 was paid by the tenant and the landlord continues to retain this deposit. The tenant is in the process of moving out from the rental unit.

The landlord confirmed that the 1 Month Notice indicates an effective move-out date of July 25, 2020. The landlord confirmed that she issued the notice for the following reasons:

- *Tenant or a person permitted on the property by the tenant has:*
 - *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
 - *put the landlord's property at significant risk;*

The landlord seeks an order of possession based on the 1 Month Notice. She confirmed that although the tenant was moving out, she wanted to ensure that the tenant will not return.

The landlord stated the following facts. There is an issue with bed bugs in the rental unit. The landlord has tried a couple of times to spray the unit for bed bugs, but it is so cluttered and dirty with garbage and dog feces, that the lady refused to spray it. The landlord has sprayed the unit above and below the tenant's rental unit. The unit is unliveable and disgusting. There are also issues regarding water damage.

Analysis

I am satisfied that the landlord issued the 1 Month Notice for a valid reason. I find that the tenant seriously jeopardized the health, safety and lawful right of other occupants in the rental building and the landlord. I accept the landlord's undisputed and affirmed testimony that the tenant has caused the rental unit to be cluttered with garbage, dog feces, and bed bugs. I find that this seriously jeopardized the health and safety of other occupants in the rental building, who are undergoing spraying for bed bugs in their own units, surrounding the tenant's rental unit. I also find that this seriously jeopardized the landlord's lawful right to complete proper pest control to get rid of the bed bugs in the tenant's rental unit.

As I have found one of the reasons on the 1 Month Notice to be valid, I do not need to examine the other reason.

The tenant has not made an application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the *Act*, the failure of the tenant to take this action within ten days led to the end of this tenancy on July 31, 2020, the corrected effective date on the 1 Month Notice. In this case, this required the tenant and anyone on the premises to vacate by July 31, 2020. As this has not occurred, I find that the landlord is entitled to an **order of possession effective two (2) days after service on the tenant**, pursuant to section 55 of the *Act*, as the effective date has passed. The landlord did not indicate whether September 2020 rent has been paid by the tenant. The landlord also confirmed that the tenant was in the process of moving out. I find that the landlord's 1 Month Notice complies with section 52 of the *Act*.

As the landlord was successful in this application, I find that it is entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

I grant an Order of Possession to the landlord **effective two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the landlord to retain \$100.00 from the tenant's security deposit of \$350.00 in full satisfaction of the monetary award for the filing fee. The remainder of the tenant's security deposit of \$250.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The landlord's application for an order of possession because the rental unit appears uninhabitable is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 03, 2020